

# **NOTICE TO OFFERORS**

**EFFECTIVE JULY 1, 2003**

**THE STATE PROCUREMENT OFFICE WILL  
DISCONTINUE PLACING IN THE NEWSPAPER**

**PROCUREMENT NOTICES**

**FOR CHAPTER 103D, HAWAII REVISED STATUTES,  
PROCUREMENTS.**

Pursuant to HAWAII ADMINISTRATIVE RULES §3-122-24, Chapter 103D  
procurement notices will be placed on the Internet at:

**<http://www2.hawaii.gov/bidapps/>**

## NOTICE TO INTERESTED PARTIES

**This solicitation** is provided to you for information purposes only and **is not an official document**. If submitted as an offer, the State Procurement Office (SPO) will not accept it as a valid offer. It will be automatically rejected **and will not be considered for award**.

To obtain an official copy of the solicitation (evidenced by the procurement officer's signature), including any addenda to the document, interested party must contact the SPO, telephone (808) 586-0573; facsimile (808) 586-0570; or by e-mail at robert.zamarron@hawaii.gov. Please provide name of company, address, phone number, fax number, and name of contact person. Unless party provides the SPO with its Fedex (or equivalent) account number, the document will be sent by U.S. Postal Service first class mail.

## STATE PROCUREMENT OFFICE

LEGAL AD DATE: August 13, 2003

### INVITATION FOR BIDS NO. IFB-04-008-0

### SEALED OFFERS FOR Furnishing and Delivering

### Frozen Foods For October, November, December 2003

WILL BE RECEIVED UP TO AND OPENED AT 2:00 P.M. (HST) ON

AUGUST 27, 2003

IN THE STATE PROCUREMENT OFFICE, KALANIMOKU BUILDING, 1151 PUNCHBOWL STREET, ROOM 416, HONOLULU, HAWAII 96813. DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO MS. CARA SAKATA, TELEPHONE (808) 586-0563, FACSIMILE (808) 586-0570 OR E-MAIL AT cara.sakata@hawaii.gov.

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Robert J. Governs, CPPB  
Procurement Officer

IFB-04-008-0

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Name of Company

7/11/03

FURNISHING AND DELIVERING FROZEN FOODS FOR  
OCTOBER, NOVEMBER, DECEMBER 2003  
IFB-04-008-0

Procurement Officer  
State Procurement Office  
State of Hawaii  
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions dated September 1, 1995 by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Date: \_\_\_\_\_

Respectfully submitted,

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

e-mail Address: \_\_\_\_\_

(X) \_\_\_\_\_  
Authorized Signature (Original)

Payment address, if other than street  
address at right:

\_\_\_\_\_  
Name and Title (Please Type or Print)

\_\_\_\_\_

\_\_\_\_\_  
Exact Legal Name of Company

Hawaii General Excise Tax Lic. I.D. No.:

\_\_\_\_\_  
Street Address

Social Security or Federal I.D. No.:

\_\_\_\_\_  
City, State, Zip Code

If offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

\_\_\_\_\_

Offeror is:    \_\_\_ Individual    \_\_\_ Partnership    \_\_\_ Corporation    \_\_\_ Joint Venture

State of incorporation:    Hawaii \_\_\_    Other \_\_\_\_\_

The following bid is hereby submitted:

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Total Est. Quantity</u>	<u>Unit Price</u>	<u>Brand Name Packaging</u>
<b><u>FISH AND SHRIMP, FRESH FROZEN, UNCOOKED</u></b>					
1.	Ono, fillet, side, skinless, 5 to 7 lbs/pc., 50# cs.	Lb.	50 Lbs.	\$_____/lb.	_____
2.	Mahimahi, side, fillet, skin-on, 3 to 5 lbs./pc., 50# cs.	Lb.	300 Lbs.	\$_____/lb.	_____
3.	Mahimahi, side, fillet, skin-on, 5 lbs. and up/pc., 50# cs.	Lb.	350 Lbs.	\$_____/lb.	_____
4.	Sable, (butterfish, black cod), whole (head removed), domestic, 17-20 pcs., 5-7 lbs. ea.	Lb.	50 Lbs.	\$_____/lb.	_____
5.	Aku (skipjack), skinless, boneless, loin, dark meat removed, 1 lb. pcs., 25#/cs. (Sashimi Quality)	Lb.	225 Lbs.	\$_____/lb.	_____

**HAWAII PRODUCTS, PREFERENCE:** As provided for in Section 103D-1002, HRS, Hawaii Products are available for the following items marked with an asterisk (\*). Bidders submitting bids for Hawaii Products (hereafter referred to as HP) must indicate that a Hawaii Product is being offered. See *attached Schedule of Registered Hawaii Products. (Attachment A-1 and A-2)*

**MEAT, CARCASS & FABRICATED CUTS, FRESH, FROZEN**

*6.	Chuck, boneless, for beef stew; 90% lean, 50/60# case: Cut 1-1/2" cubed USDA Commercial or better [ ] A HP	Lb.	450 Lbs.	\$_____/lb.	_____
*7.	Chuck, boneless, for beef stew; 90% lean, One (1) pound packages: Cut 1" x 1" cube USDA Choice or better [ ] A HP	Lb.	300 Lbs.	\$_____/lb.	_____

Offeror \_\_\_\_\_  
Company Name

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Total Est. Quantity</u>	<u>Unit Price</u>	<u>Brand Name Packaging</u>
<b>MEAT, CARCASS &amp; FABRICATED CUTS, FRESH, FROZEN</b> (continued)					
	Clod, steer, boneless, shoulder, fat trimmed 1/4" max. 50/60 lb./case				
*8.	USDA Select or better [ ] A HP	Lb.	0 Lbs.	\$_____/lb.	_____
*9.	USDA Choice [ ] A HP	Lb.	0 Lbs.	\$_____/lb.	_____
*10.	Beef, half carcass, frozen 250-350 lbs/half, "Ready-to-Cut" block sections USDA Select or better [ ] A HP	Lb.	0 Lbs.	\$_____/lb.	_____
*11.	Rib roast, oven prepared #109, 19 to 22 lbs., 60 lb. case USDA Choice [ ] A HP	Lb.	120 Lbs.	\$_____/lb.	_____
*12.	Rib eye roll, #112, 6-8 lb/pcs.				
	a. USDA Choice [ ] A HP	Lb.	600 Lbs.	\$_____/lb.	_____
	b. USDA Choice, One (1) lb. pkgs [ ] A HP	Lb.	0 Lbs.	\$_____/lb.	_____
*13.	Round, "inside" (top), trimmed, 1/4" max. fat, 50/60 lb. case				
	a. USDA Choice [ ] A HP	Lb.	1200 Lbs.	\$_____/lb.	_____
	b. USDA Choice, One (1) lb. pkgs. [ ] A HP	Lb.	300 Lbs.	\$_____/lb.	_____
*14.	Short ribs, 3-rib kosher style, defatted, cut				
	a. USDA Choice [ ] A HP	Lb.	450 Lbs.	\$_____/lb.	_____
	b. USDA Choice, One (1) lb. pkgs. [ ] A HP	Lb.	150 Lbs.	\$_____/lb.	_____

Offeror \_\_\_\_\_  
Company Name

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Total Est. Quantity</u>	<u>Unit Price</u>	<u>Brand Name Packaging</u>
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MEAT, CARCASS & FABRICATED CUTS, FRESH, FROZEN (continued)

*15.	Sirloin butt, boneless: USDA Select or better [ ] A Hp	Lb.	0 Lbs.	\$_____/lb._____	
*16.	Sirloin Butt, boneless: a. USDA Choice or better [ ] A HP	Lb.	810 Lbs.	\$_____/lb. _____	
	b. USDA Choice or better One (1) lb. pkgs [ ] A HP Lb.		0 Lbs.	\$_____/lb. _____	
17.	T-Bone Steak One (1) lb. pkgs.	Lb.	0 Lbs.	\$_____/lb. _____	

**VARIETY MEATS, FROZEN**

*18.	Oxtail [ ] A HP	Lb.	90 Lbs.	\$_____/lb. _____	
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**PROCESSED MEATS, Packers' 1<sup>st</sup> Grade**

*19.	Beef, ground, all beef skeletal, meat only and beef fat, no beef by-products, fresh frozen, 85% lean, 15% fat. <b><i>In addition to the date stamp, the packaging for ground beef shall also be clearly marked with the lean/fat content (e.g. 85/15)</i></b>				
a.	In cello bag, 10-lb., fresh frozen, 85% lean, 15% fat [ ] A HP	Lb.	1800 Lbs.	\$_____/lb. _____	
b.	In cello bag, One (1) lb., fresh frozen, 85% lean, 15% fat [ ] A HP	Lb.	150 Lbs.	\$_____/lb. _____	
c.	Hamburger patties, 85% lean, 15% fat, 4 oz. each patty, frozen [ ] A HP	Lb.	530 Lbs.	\$_____/lb. _____	
*20.	Beef, Chop Suey Cut, 90% lean, 5/10 lb. per case, 1 1/2" X 1" X 1/8" pieces [ ] A HP	Lb.	450 Lbs.	\$_____/lb. _____	

Offeror \_\_\_\_\_  
Company Name

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Total Est. Quantity</u>	<u>Unit Price</u>	<u>Brand Name Packaging</u>
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**PROCESSED MEATS, Packers' 1<sup>st</sup> Grade** (continued)

*21.	Swiss Steak, 4-5 oz. [ ] A HP	Lb.	180 Lbs.	\$_____/lb.	_____
*22.	Bologna, sausage, all beef and pork, large AC [ ] A HP	Lb.	220 Lbs.	\$_____/lb.	_____
*23.	Frankfurters, skinless, 10 links/lb., <u>All beef</u> [ ] A HP	Lb.	460 Lbs.	\$_____/lb.	_____
*24.	Franks, dinner (all meat) beef and pork, 4/lb. 10-12 lb./case [ ] A HP	Lb.	180 Lbs.	\$_____/lb.	_____
25.	Sausage, pure pork, 16 links/lb., 6 to 10 lb. per ctn.	Lb.	220 Lbs.	\$_____/lb.	_____
26.	Sausage, Portuguese, pork, medium hot or mild, not over 20% fat, king size, minimum diameter 1-3/4", average 1lb.	Lb.	600 Lbs.	\$_____/lb.	_____
27.	Sausage, salami, all beef and pork, large, cooked	Lb.	150 Lbs.	\$_____/lb.	_____

**CURED OR CANNED MEAT**

28.	Bacon, packers' <u>1<sup>st</sup> grade</u> , thin sliced & wrap, 1# layer pk only	Lb.	0 Lbs.	\$_____/lb.	_____
29.	Bacon, packers' <u>1<sup>st</sup> grade</u> , thin sliced, 18 to 20 slices/lb.; 12, 15 or 25# layer pk ctn acceptable	Lb.	265 Lbs.	\$_____/lb.	_____

Offeror \_\_\_\_\_  
Company Name

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Total Est. Quantity</u>	<u>Unit Price</u>	<u>Brand Name Packaging</u>
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**CURED OR CANNED MEAT** (continued)

- |      |  |     |          |             |       |
|------|--|-----|----------|-------------|-------|
| *30. | Corned beef brisket, deckle-off, Institutional 10 to 14 lbs. each:   |     |          |             |       |
| a.   | USDA Select<br>[ ] A HP  | Lb. | 225 Lbs. | \$_____/lb. | _____ |
| b.   | USDA Choice<br>[ ] A HP  | Lb. | 0 Lbs.   | \$_____/lb. | _____ |
| 31.  | Ham, <b>WHOLE</b> , smoked, skinned and trimmed, maximum fat ½", Packers' 1 <sup>st</sup> grade, average 16 to 20 lbs. | Lb. | 162 Lbs. | \$_____/lb. | _____ |
| 32.  | Ham, canned or vacuum packed, whole, Packers' 1 <sup>st</sup> grade, <u>no picnic</u> :                                |     |          |             |       |
| a.   | Oval, 8 to 12 lbs.   | Lb. | 420 Lbs. | \$_____/lb. | _____ |
| b.   | Pullman, 9 to 10 lbs.  | Lb. | 438 Lbs. | \$_____/lb. | _____ |
| 33.  | Luncheon meat, 1 <sup>st</sup> grade, 9/6 lb. case, pure pork only   | Lb. | 421 Lbs. | \$_____/lb. | _____ |

**PORK, FROZEN**

- |      |   |     |           |             |       |
|------|---|-----|-----------|-------------|-------|
| *34. | Pork, butt, boneless, individually wrapped, not more than ¼" fat cover, 6 to 8 lbs.<br>[ ] A HP | Lb. | 1950 Lbs. | \$_____/lb. | _____ |
| *35. | Pork, collar, individually wrapped<br>[ ] A HP  | Lb. | 0 Lbs.    | \$_____/lb. | _____ |
| *36. | Pork, cellar-trimmed butt, individually wrapped, <b>must be</b> 4-1/2 to 7 lbs.<br>[ ] A HP     | Lb. | 300 Lbs.  | \$_____/lb. | _____ |

Offeror \_\_\_\_\_  
Company Name



<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Total Est. Quantity</u>	<u>Unit Price</u>	<u>Brand Name Packaging</u>
<b><u>PORK, FROZEN</u></b> (continued)					
*37.	Pork loin, #410, 1 <sup>st</sup> grade, individually wrapped, not more than ¼" fat, 10-14 lbs. [ ] A HP	Lb.	300 Lbs.	\$_____/lb.	_____
*38.	Pork, spareribs, 3 lbs. under [ ] A HP	Lb.	645 Lbs.	\$_____/lb.	_____
*39.	Pork, ground, 90% lean, 10% fat [ ] A HP	Lb.	0 Lbs.	\$_____/lb.	_____
*40.	Pork, Chop Suey Cut, 90% lean, 5/10 lb. per case, 1 ½" X 1" X 1/8" pieces [ ] A HP	Lb.	540 Lbs.	\$_____/lb.	_____

**POULTRY, FROZEN**

Chicken, roasters, eviscerated,  
Grade A, individually wrapped:

41.	4-5 lbs.	Lb.	0 Lbs.	\$_____/lb.	_____
42.	5-6 lbs. (full breasted)	Lb.	600 Lbs.	\$_____/lb.	_____
43.	Chicken breast, split Grade A, 6/5# carton	Lb.	0 Lbs.	\$_____/lb.	_____
44.	Chicken thighs, Grade A, 6/5 lb. only, 4-6 pcs/lb.	Lb.	2970 Lbs.	\$_____/lb.	_____
45.	Chicken thighs, <u>boneless</u> , (skin-on), Grade A, 4/10 lb. bag, 4-5 pcs/lb.	Lb.	0 Lbs.	\$_____/lb.	_____
46.	Chicken thighs, <u>boneless</u> , (skinless), Grade A, 4/10 lb. bag, 4-6 pcs/lb.	Lb.	960 Lbs.	\$_____/lb.	_____

Offeror \_\_\_\_\_  
Company Name

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Total Est. Quantity</u>	<u>Unit Price</u>	<u>Brand Name Packaging</u>
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**POULTRY, FROZEN** (continued)

47.	Chicken, legs, boneless, Grade A, 4/10 lbs. or layer pack	Lb.	720 Lbs.	\$_____/lb.	_____
48.	Turkey Roast, boned, rolled, and tied, <u>raw (uncooked)</u> , 6 to 9 lbs.	Lb.	288 Lbs.	\$_____/lb.	_____
49.	Turkey, boned, rolled, and tied, raw, <u>salt free</u> , 6 to 9 lbs.	Lb .	600 Lbs.	\$_____/lb.	_____
50.	Turkey, breast, fresh frozen, 12 to 16 lbs. each	Lb.	0 Lbs.	\$_____/lb.	_____
51.	Turkey, tom, eviscerated, grade A, individually wrapped, 20-26 lbs. ea.	Lb	384 Lbs.	\$_____/lb.	_____
52.	Turkey, ground, raw, 2/10 lb./cs	Lb.	0 Lbs.	\$_____/lb.	_____

**MISCELLANEOUS**

53.	Imitation Crab Flakes 30 lbs/cs	Lb	90 Lbs.	\$_____/lb.	_____
54.	Salt Salmon Sock-eye 30lbs/pail	Lb	0 Lbs.	\$_____/lb.	_____
55.	Shrimp-Medium 6/4# 24 lbs/cs	Lb	24 Lbs.	\$_____/lb.	_____
56.	Pork Sirloin, Boneless 25 lbs/cs	Lb	0 Lbs.	\$_____/lb.	_____

Offeror \_\_\_\_\_  
Company Name

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Total Est. Quantity</u>	<u>Unit Price</u>	<u>Brand Name Packaging</u>
<b><u>MISCELLANEOUS</u></b> (continued)					
57.	Calamari 5 lbs/cs	Lb	0 Lbs.	\$____/lb. _____	
58.	Salted Butter Fish 30 lbs./pail	Lb.	0 Lbs.	\$____/lb. _____	
59.	Tripe 30 lb./cs	Lb.	0 Lbs.	\$____/lb. _____	

Offeror \_\_\_\_\_  
Company Name

## **SPECIAL PROVISIONS**

### **TERMS AND ACRONYMS USED HEREIN**

Procurement Officer	=	The contracting officer for the State of Hawaii Procurement Office.
State	=	All agencies, including schools, participating in this agreement.
SPO	=	State Procurement Office of the State of Hawaii, located at 1151 Punchbowl Street, Room, 416, Honolulu, Hawaii 96813; P. O. Box 119, Honolulu, Hawaii 96810-0119.
Bidder or Offeror	=	Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the good, service, or construction contemplated.
HRS	=	Hawaii Revised Statutes
HAR	=	Hawaii Administrative Rules
GTC	=	General Terms and Conditions dated September 1, 1995 and issued by the SPO.
IFB	=	Invitation for Bids
RFP	=	Request for Proposals
GET	=	General Excise Tax

### **SCOPE**

The furnishing and delivering of Frozen Food as ordered by the following State agencies: Hawaii Youth Correctional Facility (HYCF), Kalaupapa Settlement (KS), Kalaupapa Settlement Store (KSS), and Detention Home (DH), shall be in accordance with these Special Provisions, the attached Specifications, and the GTC dated September 1, 1995, included by reference. Copies of the GTC are available at the SPO, the Department of Accounting and General Services District Offices on Hawaii, Maui and Kauai, and under Bid Notices on the SPO website at <http://www.spo.hawaii.gov>.

### **TERM OF CONTRACT**

Contract shall be for the three-month period beginning October 1, 2003. The contract may be extended by mutual agreement for a period not to exceed one month.

### **STATE'S COMMITMENT**

In return for prices submitted, agencies listed herein will purchase all of their requirements for goods or services listed herein from the successful low bidder(s). When the purchase of a good or service is not appropriate to agency's purpose, the purchasing jurisdiction may grant an exception to this commitment.

### **BIDDER QUALIFICATION**

Each bidder must maintain an Oahu-based wholesale or retail business at the time of bidding with warehouse and inventory capabilities for supplying the items bid herein. Award(s) will not be made to any bidder failing to meet this qualification requirement.

## HAWAII PRODUCTS PREFERENCE

The Hawaii Products Preference, pursuant to subchapter 1 (Hawaii Products), Chapter 3-124, HAR, is applicable to this solicitation. A copy of the official Hawaii Products List is available at the SPO.

Bidder offering a Hawaii Product (HP) must indicate that a HP is being offered. See Attachment A, "Registered Hawaii Products List".

## BID PREPARATION

**Offer Form, Page OF-1.** Offeror is requested to submit its offer using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.

The authorized signature on the first page of the Offer Form shall be an original signature in ink. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Offeror's intent to be bound.

**Bid Price.** Unit bid prices shall be based on delivery to destination and stacking of items in storage area as requested by using agencies, and shall include all costs except the Hawaii GET, currently 4%. The amount of the GET may be added to the invoice as a separate line item and shall not exceed the current rate.

**Tax Clearance.** Pursuant to Section 103D-328, HRS, successful offeror shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) within two days of request.

**To facilitate this requirement, Offeror is urged to submit a valid tax clearance certificate together with the offer.** However, if this is not feasible, the certificate should be applied for at DOTAX or the IRS and submitted to SPO as soon as possible. If a valid certificate is not submitted on a timely basis prior to award of the contract, an offer otherwise responsive and responsible may be rejected and not considered for award.

The certificate is valid for six months from the most recent approval stamp date on the certificate. The certificate must be valid on the date it is received by SPO.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX *TAX CLEARANCE APPLICATION* Form A-6 (rev. 1998) which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website, and by mail or fax:

DOTAX Website (Forms & Information): <http://www.state.hi.us/tax/tax.html>

DOTAX Forms by Mail: (808) 587-7572  
1-800-222-7572

DOTAX Forms by Fax: (on Oahu) (808) 587-7572  
(outside Oahu) (808) 678-0522

Completed tax clearance applications may be mailed to one of the district tax offices listed on the application or faxed to one of the following numbers:

IRS:		(808) 541-1976
DOTAX:	Oahu	(808) 587-1720 or (808) 587-1488
	Maui	(808) 984-8522
	Kauai	(808) 274-3461
	Hawaii	(808) 974-6300

(If mailed, out-of-state offerors should send their application to DOTAX Oahu District Office.)

**Tax Liability.** Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and if applicable, taxable under Chapter 238, HRS. Vendors are advised that they are liable for the Hawaii GET at the current 4% rate and the applicable use tax at the current 1/2% rate. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

**Taxpayer Preference.** For evaluation purposes, pursuant to §103D-1008, HRS, the Offeror's tax-exempt price offer submitted in response to an IFB shall be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

**Packaging.** Bidder shall list packaging size or packing offered for each item bid. Acceptance of difference poundage size, packaging size or packing from other than what is specified shall be at the option of the State. The total net weight of any item shall not include the packaging (i.e. box, wrapping, etc.)

**Offer Guaranty.** A bid security deposit is not required for this bid.

**Hawaii Products.** Hawaii Products are available for those items noted on the offer form. Refer to Section 3.1 (B) of the GTC which has been revised in accordance with the "Additions and Exceptions to the GTC" section beginning on Special Provision page SP-8. *See attachment A-1 and A-2 for Registered Hawaii Products.*

**Brand Name.** Bidder shall indicate the source and/or brand name(s) of each item bid.

**Original Bid to be Submitted.** Bidder shall submit one (1) original bid marked "Original". It is imperative that the bidder must submit only one original. DO NOT SUBMIT TWO ORIGINALS.

Offeror is encouraged to submit typewritten offers. If handwritten, it should be clearly printed. Offeror is cautioned that illegible bids of any item(s) may be automatically rejected to avoid any errors in interpretation by the reviewers during the bid evaluation process. Bidders shall not be given an opportunity to clarify questionable prices, model number, etc.

## **SUBMISSION OF OFFER**

Offers shall be received at the SPO, 1151 Punchbowl Street, Kalanimoku Building, Room 416, Honolulu, Hawaii 96813, no later than the date and time stated on the cover page of the IFB. Timely receipt of offers shall be evidenced by the date and time registered by the SPO time stamp clock. Offers received after the deadline shall be returned unopened.

If the Offeror chooses to deliver its offer by United States Postal Service (USPS), please be aware that the USPS does not deliver directly to Room 416. This may cause a delay in receipt by the SPO and the offer may reach the SPO after the deadline, resulting in automatic rejection.

## **METHOD OF AWARD**

Award, if any, will be made on an individual item number or sub-item number basis, when applicable, to the responsive, responsible bidder submitting the lowest unit bid price per item or sub-item or, in cases of difference in packaging size, packing and/or Hawaii Products Preference, to the lowest evaluated unit bid price.

## **TIE OFFERS**

Should there be tie offers for any line item and such items are determined to be the lowest responsive, responsible offers, the tied item(s) will be awarded to the Offeror who received the previous award, and the same Offeror will continue to receive the award for succeeding contracts so long as all low offers are identical. When this method or any other permissible method is not feasible, award will be made by drawing lots.

## **EXECUTION OF CONTRACT**

Successful bidder(s) will receive a notice of award letter to which will be attached a SPO Price List listing the item(s) which the bidder has been awarded. This method of award does not waive compliance with specifications, special provisions, GTC of the bid.

## **QUANTITIES**

Quantities for the contract period are estimated. Estimates shown are subject to change prior to award and the State reserves the right to increase or decrease the estimated quantity requirements. Increase or decrease in the estimated quantity shall be reflected in the price list.

## **ORDERING, INVOICING AND DELIVERY**

The products required during the period of this agreement shall be ordered on purchase order forms supplied for that purpose by the State.

Unless otherwise specified on the purchase order, deliveries shall be made between the 1<sup>st</sup> and 15<sup>th</sup> day of each month.

**All deliveries of products shall be made from refrigerated vehicles as per Department of Health regulation. The ordering facility reserves the right not to accept deliveries made in unrefrigerated vehicles.**

Invoices shall be submitted directly to the ordering agencies.

## **PRICE ADJUSTMENT**

During the contract period, the Contractor may request increase in contract price when substantial price increase of products is imposed upon the Contractor by its supplier. Such request must be made in writing to the Procurement Officer and must meet the following conditions:

1. Request for price increase shall be limited to the actual increase imposed upon the Contractor by the supplier of the products. (No allowances will be given for Contractor's increased labor or operating expenses.)
2. Contractor shall submit at the time of such written request, documentation or verification that the increase is the result of supplier increase in cost of the products. Documentation shall include Contractor's cost for products both at the time Contractor submitted his bid and at the time of request for price increase.
3. No price increase will be allowed for the first month of the contract. For the month of November, Contractor shall submit request for price increase, if any, by October 15, 2003. For the month of December, Contractor shall submit request for price increase, if any, by November 12, 2003. Price increase, if any, shall be effective upon approval by the Procurement Officer; approval shall be made within ten (10) calendar days after receipt by the SPO.

## **PAYMENT**

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by §103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

## **QUALITY OF GOODS**

All product packaging shall be clearly labelled identifying the contents, the packaging size/weight, the manufacturing source, and the packing date. If the packing date is part of a code, Contractor shall be able to provide the ordering facility with information on how to read the code. Contractor SHALL NOT repackage any product from the manufacturer's original packaging, whether it be individually wrapped or boxed in cases, without the approval of the ordering facility. Under no circumstances shall the Contractor furnish the ordering facility a product that is older than nine (9) months from the pack



date. Frozen products with expired “use by”, “sell by”, or “freeze by” dates shall be unacceptable, and returned to the Contractor for replacement.

In the case of ground beef, Contractor shall have “85/15” or something similar clearly marked on the packaging to identify the lean meat to fat content.

In the event any products furnished by the Contractor fail to conform to the specifications, or if the products delivered are received spoiled, stale, damaged or in condition not fit for consumption or usage, the State reserves the right to reject such products. It shall become the duty of the Contractor to replace such rejected products immediately and without expense to the State. Should Contractor fail, neglect, refuse to do so, or if in the opinion of the State, it occurs too often, the State shall have the right to terminate the contract for default in accordance with the GTC.

Products delivered shall have a “shelf life” typical to that type of commodity and whenever possible, products should be noted with expiration dates.

## **VENDOR AND PRODUCT EVALUATION**

The SPO shall distribute vendor and product evaluation forms to the agencies with the issuance of the resulting price list.

**Product Evaluation.** Upon receipt by the SPO, Contractor shall be sent a copy of the complaint(s) regarding product quality. Contractor shall follow up the complaint(s) with the manufacturer and respond to the SPO as to what remedies have or will be taken to correct the problem. If product quality is not corrected and the complaint(s) persist, steps will be taken to delete product from the price list.

**Vendor Evaluation.** In the event of a complaint regarding a Contractor's service (i.e. delivery delays, numerous backorders, failure to correct defective product deliveries, etc.), Contractor shall be sent a copy of the complaint(s). Contractor shall meet with or contact the agency that issued the complaint at the agency's place of business to resolve the problem. This shall take place within one (1) week of notification. Contractor shall contact and inform the SPO specialist as to the corrective measures taken to resolve the complaint.

Should the Contractor consistently receive complaints for poor service or refuses to resolve the complaints, the Procurement Officer reserves the right to terminate the contract and/or initiate the debarment process pursuant to Chapter 3-126, HAR, Legal and Contractual Remedies.

The resolving of complaints pursuant to product and vendor evaluation notifications shall be done at no additional charge to the State.

## **PROTEST**

A protest based upon the content of the solicitation shall be submitted in writing prior to the bid opening date.

A protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract. The notice of award letter(s), if any, resulting from this solicitation shall be posted on the bulletin board between room 416 and room 420, 1151 Punchbowl Street, Honolulu, Hawaii 96813.

Any protest pursuant to §103D-701, HRS, and §§ 3-126-3 and 3-126-4, HAR, shall be submitted in writing to the Procurement Officer, SPO, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813 or P. O. Box 119, Honolulu, Hawaii 96810-0119.

## **ELECTRONIC PROCUREMENT**

**Introduction.** The State is planning to establish Hawaii's Electronic Procurement System (**H'ePS**) to order goods and services. While specific details of the proposed H'ePS are not currently available, vendors are advised that the H'ePS is projected for implementation in the future and that the manner in which business is conducted with the State will be affected.

When the H'ePS is established and implemented, the impact will be two-fold:

1. **eRFQ:** With the implementation of an electronic small purchase request for quotes (eRFQ) system for purchases less than \$25,000 per year, registered vendors will be able to receive and respond to quote inquiries from agencies.
2. **eCatalog:** With the implementation of an electronic price list catalog (eCatalog) system, SPO price lists will be available on an extranet for agencies to peruse and order items from.

Method of payment may be by electronic purchase order or procurement card (pCard).

**Administrative Fee.** The State is planning to fund the H'ePS by assessing the contractor an administrative fee based on the dollar amount of sales. The SPO anticipates that the fee will not exceed one per cent.

**Implementation of eCatalog.** Upon implementation of the H'ePS and at the option of the SPO depending on which price lists are included in the H'ePS, SPO price list contractors shall agree to integrate its catalog of goods/services into the H'ePS and also agree to the following conditions.

Once the contractor's catalog is integrated into the H'ePS and ready to receive orders from agencies, the Contractor shall pay a transaction fee that includes the above-mentioned administrative fee for each order placed against the price list contract. We anticipate that the total of both fees will not exceed one per cent. Failure to make payments may result in termination of the contract.

The SPO will negotiate an equitable adjustment in unit prices with the price list contractors to account for the transaction fee. The State will negotiate a single pricing structure that prohibits discounts or otherwise discriminatory pricing or preferences for price list orders placed outside of the H'ePS, and shall require the Contractor to manually track and report the volume and dollar amount of price list purchases outside of the H'ePS.

## **ADDITIONS, AMENDMENTS AND CLARIFICATIONS TO THE GTC**

### **Additions to the GTC:**

**Approvals.** Any agreement arising out of this offer may be subject to the approval of the Department of the Attorney General as to form, and is subject to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

**Cancellation of Solicitations and Rejection of Offers.** The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in §§3-122-95 through 3-122-97, HAR.

**Confidentiality of Material.** All material given to or made available to the Contractor by virtue of this contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.

All information, data, or other material provided by the Offeror or the Contractor to the State shall be subject to the Uniform Information Practices Act, chapter 92F, HRS. The Offeror shall designate in writing to the Procurement Officer those portions of its unpriced offer or any subsequent submittal that are trade secrets or other proprietary data that the Offeror desires to remain confidential, subject to §3-122-58, HAR, in the case of an RFP, or §3-122-30, HAR, in the case of an IFB. The Offeror shall state in its written communication to the Procurement Officer, the reason(s) for designating the material as confidential, for example, trade secrets. The Offeror shall submit the material designated as confidential in such manner that the material is readily separable from the offer in order to facilitate inspection of the non-confidential portion of the offer.

Price is not confidential and will not be withheld. In addition, in the case of an IFB, makes and models, catalogue numbers of items offered, deliveries, and terms of payment shall be publicly available at the time of opening regardless of any designation to the contrary.

If a request is made to inspect the confidential material, the inspection shall be subject to written determination by the Office of the Attorney General in accordance with chapter 92F, HRS. If it is determined that the material designated as confidential is subject to disclosure, the material shall be open to public inspection, unless the Offeror protests under chapter 3-126, HAR. If the request to inspect the confidential material is denied, the decision may be appealed to the Office of Information Practices in accordance with §92F-15.5, HRS.

**Nondiscrimination.** No person performing work under this Agreement, including any subcontractor, employee, or agency of the Contractor, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

**Records Retention.** The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

**Correctional Industries.** Goods and services available through Correctional Industries (CI) programs may be the same or similar to those awarded by competitive sealed bids or

proposals. Agencies participating in SPO requirements (price list) contracts may also procure directly from CI and shall not be considered in violation of the terms and conditions of any SPO contract.

**Year 2000 Compliance.** All appropriate hardware, software, and systems utilized for the work specified herein shall be year 2000 compliant.

**Amendments to the GTC:**

**Subsection 2.1 Competency of Offeror.** Paragraph one is rescinded and replaced with the following:

"Prospective Offeror must be capable of performing the work for which offers are being called. Either before or after the deadline for an offer, the purchasing agency may require Offeror to submit answers to questions regarding facilities, equipment, experience, personnel, financial status or any other factors relating to the ability of the Offeror to furnish satisfactorily the goods or services being solicited by the STATE. Any such inquiries shall be made and replied to in writing; replies shall be submitted over the signatures of the person who signs the offer. Any Offeror who refuses to answer such inquiries will be considered non-responsive."

**Subsection 2.5 Preparation of Offer.** Paragraph four is rescinded and replaced with the following:

"An Offeror may submit only one offer in response to a solicitation. If an Offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected. Similarly, an Offeror may submit only one offer for each line item (if any) of a solicitation. If an Offeror submits more than one offer per line item, then all offers for that line item shall be rejected."

**Subsection 3.1(B) Preference for Hawaii Products.** GTC §3.1(B), paragraphs one and two only are rescinded and replaced with the following: "A purchasing agency shall review all specifications in a bid or proposal for purchase from the Hawaii products (HP) list where these products are available; provided that the products: Meet the minimum specifications and the selling price f.o.b. jobsite; unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price in Hawaii f.o.b. jobsite; and unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price of a similar non-HP by more than: three per cent where class I HP are involved; five per cent where class II HP are involved; or ten per cent where class III HP are involved.

All persons submitting bids or proposals to claim HP preference shall designate in their bids which individual product and its price is to be supplied as a HP.

Where a bid or proposal contains both Hawaii and non-HP, then for the purpose of selecting the lowest bid or purchase price only, the price bid or offered for a HP item shall be decreased by subtracting therefrom: three per cent, five per cent, or ten per cent for the class I, class II, or class III HP items bid or offered, respectively. The lowest total bid or proposal, taking the preference into consideration, shall be awarded the contract unless the bid or offer provides for additional award criteria. The contract amount of any contract

awarded, however, shall be the amount of the bid or price offered, exclusive of the preferences."

**Subsection 3.1(C) Printing Preference.** GTC §3.1(C), paragraphs one and two are rescinded and replaced with the following: "All bids or proposals submitted for a printing, binding, or stationery contract in which all work will be performed in-state, including all preparatory work, presswork, bindery work, and any other production-related work shall receive a fifteen per cent preference for purposes of bid or proposal evaluation.

Where bids or proposals are for work performed in-state and out-of-state, then for the purpose of selecting the lowest bid or evaluating proposals submitted only, the amount bid or proposed for work performed out-of-state shall be increased by fifteen per cent. The lowest total offer, taking the preference into consideration, shall be awarded the contract unless the solicitation provides for additional award criteria. The contract amount awarded, however, shall be the amount of the price offered, exclusive of the preference.

**Clarifications to the GTC:**

**Subsection 2.8 Certification of Offeror Concerning Wages, Hours and Working Conditions of Employees Supplying Services.** Section 103-55, HRS, amended by Act 149, SLH 1999, now applies to service contracts in excess of \$25,000 and also excludes professional personnel.

**GTCs Not Applicable.** Subsections 2.11 and 2.14 of the GTC that apply specifically to the RFP method of source selection are not applicable to IFBs. Also subsections 2.10 and 2.13 that apply specifically to the IFB method of source selection are not applicable to RFPs.

REGISTERED HAWAII PRODUCTS LIST							
ITEM	VENDOR						
	AALA MEAT				PALAMA MEAT		
	CLASS I	CLASS II	CLASS III		CLASS I	CLASS II	CLASS III
Beef Chop Suey, Cut							X
Beef Cubed Steak (Proportioned)							X
Beef Boneless Stew Meat, Select or Choice			X				
Beef Diced for Stewing (Various sizes)							X
Beef Ground – 85% Lean, 15% Fat			X				X
Beef Ground – 80% Lean, 20% Fat			X				X
Beef Ground with TVP							X
Beef Half Carcass, chilled only 250--300 lbs., half, US Good or Better	X						X
Chuck, boned-rolled-tied, US Good							X
Chuck, Boneless, Clod-out, 50/60 lbs. Case	X						X
Clod, steer, boneless shoulder, 50/60 lbs, US Good or Better		X					X
Corned Beef Brisket, Deckle-off, institutional, 10--14 lbs.							X
Hamburger patty, 85% Lean, 15% Fat, 4 oz. each patty, frozen							X
Liver, Beef, Select							X
Oxtail						X	
Pork Chop Suey, Cut 90% Lean, 5/10# per case, 1-1/2" X 1" X 1-1/8" pieces					X		
Pork carcass, pork chop, spare ribs, pig feet, pork intestine							
Pork, Ground 90% Lean, 10% Fat							
Ground Pork, Boneless Pork Loin, Pork Leg, Pig Head, Pork Belly							
Pork Shoulder, Roast Pork, Char Sui, Pork Butt, Boneless Pork Butt, Lau Lau							
Ribeye Roll, 6-8 lb., PC, US Select or Btr			X				X

REGISTERED HAWAII PRODUCTS LIST							
ITEM	VENDOR						
	AALA MEAT				PALAMA MEAT		
	CLASS I	CLASS II	CLASS III		CLASS I	CLASS II	CLASS III
Rib Roast, Oven Prepared, 60 lb. case							X
Round, Bottom, Boneless, 50/60 lbs, US							
Choice							X
Round, Top, Boneless, 50/60 lbs, US			X				X
Choice							
Short Ribs, 3-rib block, 6th, 7th & 8th,							X
US Good							
Short Ribs, 3-rib kosher style, defatted,		X					X
cut US Choice							
Sirloin Butt, boneless, US Good or							X
Better							
Soup Bone with meat							X
Swiss Steak, 4-5oz							X